

EXHIBIT A

FILED: NEW YORK COUNTY CLERK 02/29/2016 03:30 PM

INDEX NO. 159045/2012

NYSCEF DOC. NO. 521

RECEIVED NYSCEF: 02/29/2016

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

Index No. 159045/2012

MADISON AVENUE DIAMONDS LLC and
SHAINDY LAX,

Plaintiffs and Counterclaim-Defendants,

-against-

KGK JEWELRY LLC,

Defendant and Counterclaim-Plaintiff

[PROPOSED] JUDGMENT

Defendant and Counterclaim-Plaintiff, KGK JEWELRY LLC ("Counterclaim-Plaintiff"), having moved this Court for an order awarding summary judgment in favor of Counterclaim-Plaintiff and against the Plaintiff and Counterclaim-Defendants, MADISON AVENUE DIAMONDS LLC and SHAINDY LAX's ("Counterclaim-Defendants") on all of Counterclaim-Plaintiff's counterclaims and dismissing the Counterclaim-Defendants' Amended Complaint in its entirety, and upon all papers, pleadings and proceedings heretofore had herein,

NOW, upon application of Sabharwal & Finkel, LLC, attorneys for Counterclaim-Plaintiff KGK JEWELRY LLC, it is hereby:

ADJUDGED that summary judgment is granted in favor of the Defendant and Counterclaim-Plaintiff KGK JEWELRY LLC and against the Counterclaim-Defendants MADISON AVENUE DIAMONDS LLC and SHAINDY LAX; and it is further

ADJUDGED that the Amended Complaint is dismissed in its entirety, and with prejudice; and it is further

ADJUDGED that the Counterclaim-Defendants' cross-motions to compel discovery and for leave to amend the Amended Complaint are denied in their entirety, and with prejudice; and it is further

ADJUDGED that the Settlement Agreement entered into by the Counterclaim-Plaintiff and the Counterclaim-Defendants on June 28, 2012 (the "Settlement Agreement") is valid, binding and enforceable against the Counterclaim-Defendants, and Counterclaim-Defendants are in material breach of the Settlement Agreement; and it is further

ADJUDGED that the Security Agreement entered into by the Counterclaim-Plaintiff and the Counterclaim-Defendants on October 8, 2010 (the "Security Agreement") is valid, binding and enforceable against the Counterclaim-Defendants, and constitutes the continuing rights and obligations of the parties thereto with respect to Counterclaim-Plaintiff's security interest in the collateral specified therein; and it is further

ADJUDGED that the Personal Guarantee entered into by the Counterclaim-Defendant SHAINDY LAX in favor of Counterclaim-Plaintiff on October 8, 2010 (the "Personal Guarantee") is valid, binding and enforceable against the Counterclaim-Defendant SHAINDY LAX; and it is further

ADJUDGED that the Defendant and Counterclaim-Plaintiff K GK JEWELRY LLC, with its principal office at 70 West 36th Street, 6th Floor, New York, New York 10018, shall have judgment and recover from the Plaintiffs and Counterclaim-Defendants MADISON AVENUE DIAMONDS LLC, with its principal office at 10 West 46th Street, Suite 1703, New York, New York 10036, and SHAINDY LAX, residing at 1653 58th Street, Brooklyn, New York 11204, jointly and severally, in the principal amount of Two Million Three Hundred and Seventy-Five Thousand Dollars (\$2,375,000) (the "Principal"), with pre-judgment statutory interest at nine percent (9%) per annum on the Principal, accruing from December 18, 2012, with pre-judgment statutory interest amounting to ~~Five Hundred Seventy One Thousand Five Hundred~~ ^{FIVE HUNDRED SEVENTY ONE THOUSAND FIVE HUNDRED} ~~SIXTY ONE~~ ^{571,561.64} Dollars (\$ ^{571,561.64}) as of August 21, 2015, and additional pre-judgment interest accruing from August 21, 2015 through the date that ^{IN THE SUM OF \$112,438.36} a final Judgment is entered, together with costs and disbursements in the amount of

^{FIVE HUNDRED NINETY} Dollars (\$ ^{590.00}) for the aggregate amount of ^{THREE MILLION FIFTY NINE THOUSAND FIVE HUNDRED} ~~THREE MILLION FIFTY NINE THOUSAND FIVE HUNDRED~~ Dollars (\$ ^{3,059,590.00}) (the "Aggregate Judgment Amount"); and it is further

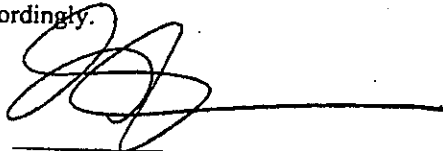
ADJUDGED that post-judgment statutory interest shall be calculated at the statutory rate of nine percent (9%) per annum, ~~at the per diem rate of~~ \$ ~~_____~~, on the amount of the Principal from the date hereof until this Judgment has been fully satisfied;

AND let the Defendant and Counterclaim-Plaintiff have execution thereof.

2/29/16 (63304) Ext.
Judgment
Corrected as
per COVA
Attorney
Edward Liv
of Justice
Famas
MATVIP

The Clerk is directed to enter judgment accordingly.

9/23/15



Hon. Charles E. Ramos, J.S.C.

HON. CHARLES E. RAMOS

JUDGMENT SIGNED AND ENTERED this 29 February 2016
day of ~~September~~ 2015.

Milton A. Tingling
Clerk of New York County

FILED
FEB 29 2016
COUNTY CLERK'S OFFICE
NEW YORK

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

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MADISON AVENUE DIAMONDS LLC and
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Defendant and Counterclaim-Plaintiff

BILL OF COSTS

COSTS

Fee Before Note of Issue \$200

DISBURSEMENTS

Request for Judicial Intervention \$95

Motion Expenses \$45

Stenographers' Fees (EBT) & copy of the invoice attached \$250

Clerk's Fees Entering Judgment \$45

TOTAL COSTS AND DISBURSEMENTS \$635 \$910.00

I HEREBY CERTIFY THAT I HAVE
ADJUSTED THIS BILL OF COSTS AT
\$ 910.00
FEB 29 2016

Michael A. [Signature]
CLERK Clerk of the Court

ADAM FINKEL, an attorney duly admitted to practice law before the Courts of this State, affirms the following under penalty of perjury:

1. I am a member of Sabharwal & Finkel, LLC, counsel of record for the Defendant and Counterclaim-Plaintiff in the above-entitled action.
2. The foregoing costs and disbursements are true and correct to the best of my knowledge and belief, and have been or will necessarily be made or incurred in this action and are reasonable in amount.

Dated: New York, New York
September 7, 2015



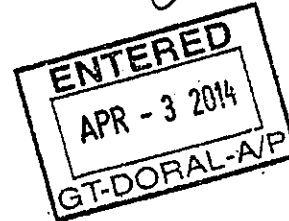
ADAM FINKEL

FILED
FEB 29 2016
COUNTY CLERK'S OFFICE
NEW YORK



Reporters Central, LLC
363 Seventh Avenue, 21st Floor
New York, NY 10001 (212) 594-3582

RATSUS: RC



RACHEL IZOWER-FADDE, ESQ.
Greenberg Traurig, LLP
200 Park Avenue
New York, NY 10166

RECEIVED
APR 01 2014
A/P - DORAL - GT

Invoice #: 30612 Invoice Date: 3/20/2014 Job #: 2014-0071 Job Date: 3/12/2014

#022151/0001 Madison Avenue Diamonds v.
KGK Jewelry LLC, et al.

Description
Uncertified Draft ASCII
Exhibit Scanning and Emailing
One Copy - ADAM SNUKAL
United Parcel Service
Final ASCII+PDF+Condensed Transcript

Units	Cost	Total
297	\$1.75	\$519.75
554	\$0.55	\$304.70
328	\$2.50	\$820.00
1	\$15.00	\$15.00
1	\$0.00	\$0.00

GT - NEW YORK (21) - A/P

Vendor # 2198

G/I # DEPT#

C/M # 139606 010300

Appr val: X

Signature RTZ

Name: TKPR#

Use Tax Certificate ☒ YES ☐ N/A

Capital Expense Corp. ☐ YES ☒ N/A

INVOICE TOTAL: \$1659.45
AMOUNT DUE: \$1659.45

FILED
FEB 29 2016
COUNTY CLERK'S OFFICE
NEW YORK

BALANCE DUE 30 DAYS AFTER INVOICE DATE. DUE DATE: 4/19/2014

TO ENSURE PROPER CREDIT TO YOUR ACCOUNT RETURN YELLOW INVOICE WITH CHECK
FEDERAL TAX I.D. NO. 13-4066056

OK to pay
Rachel Izower-Fadde
139606.010300

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Defendant and Counterclaim-Plaintiff

Judgment and

BILL OF COSTS

1-2
**FILED AND
DOCKETED**
FEB 29 2016
2:20 P.M.
AT
N.Y. CO. CLKS OFFICE

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